

DM2 (Direct Marketing to Decision Makers)
2000 Clearwater Dr., Oak Brook, IL 60523
Toll Free: 800-323-4958; Fax: 630-288-8390

This E-Mail List Rental Contract (together with the E-Mail List Terms and Conditions attached as Exhibit A and by this reference incorporated in and made a part hereof, this "Contract") is entered into as of the date specified below by and between DM2 (DecisionMaker Media Management) ("DM2") and the E-Mail List User named below ("E-mail List User"), and grants to E-Mail List User the limited, non-exclusive, non-transferable rights described in this Contract to use the selected e-mail addresses (the "List") derived from lists and databases of DM2 and its licensors (collectively, "List Owners") following: (i) execution and delivery of this Contract by E-Mail List User to DM2 and (ii) receipt and acceptance by DM2 of a completed order from the E-Mail List User or its qualified list broker or agency (a "List Rental Order"). E-Mail List User understands and agrees that DM2 reserves the right, anytime prior to transmission, to accept or reject any order (including previously accepted orders) in its sole discretion. E-Mail List User agrees that the List is a very valuable proprietary asset of List Owners and remains at all times the exclusive property of the List Owners and protected under copyright, trade secret and other intellectual property and proprietary rights laws, and by this Contract.

The E-Mail List User agrees that this Contract grants only the one-time, non-exclusive, non-transferable right to use the List for one e-mail transmission of a message (hereinafter "Dispatch"), the text of which shall be provided by E-Mail List User in advance for DM2's express and specific pre-approval which may be given or withheld in DM2's sole discretion. E-Mail List User warrants and agrees that each Dispatch when provided by E-Mail List User for transmission by DM2 will not contain any data-gathering or depositing device, including but not limited to "cookies." E-Mail List User acknowledges and agrees that the List remains in physical possession of the designated DM2 fulfillment center (which may be a third party engaged by DM2) at all times and only responses received by E-Mail List User from Dispatch recipients in the normal course of the usage hereunder will become available to the E-Mail List User. E-Mail List User warrants and agrees that, should a Dispatch recipient "click through" to an internet website link contained in the Dispatch, such recipient will not be required to **register on such website prior to having an opportunity to view at least the website's privacy policy** and the portion of the site pre-approved by DM2. E-Mail List User further warrants and agrees that until a Dispatch recipient takes affirmative action to register on such website or to request information from or to make a purchase on such website, E-Mail List User obtains no right to utilize any information, including but not limited to, the name, address or other data, it may obtain with respect to such Dispatch recipient in any manner and that such information remains the exclusive property of DM2. E-Mail List User represents, warrants and covenants that the dispatch content will not contain: (a) any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, unethical or otherwise objectionable information, including without limitation any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law; (b) any misleading or deceptive information, or any misrepresentation with respect to products or services offered by E-Mail List User or its advertisers; (c) any chain letters, illegal pyramid, or "Ponzi" type schemes; (d) any information, audio, video, graphics, software, or other works in violation of any person's copyright, trademark or any other intellectual property rights; (e) any deceptive information which would imply affiliation or sponsorship of any entity or person other than E-Mail List User without the written consent of such entity or person; or (f) any virus, worm, "trojan horse", time bomb or similar contaminating or destructive feature.

Compliance with Commercial E-Mail Laws.

(1) E-Mail List User shall provide, together with the Dispatch text, (a) E-Mail List User's valid postal address (not a PO Box), and (b) a functioning return E-Mail List User e-mail address or link to an Internet-based mechanism ("Opt Out Mechanism"), allowing each recipient to request not to receive future commercial e-mail messages from E-Mail List User. E-Mail List User shall ensure that such Opt Out Mechanism remains capable of receiving such messages for at least 30 days following the dispatch, and E-Mail List User represents, warrants and covenants that it will comply with all such requests in accordance with applicable law.

(2) DM2 shall include in the Dispatch, (a) the postal address provided in paragraph (1)(a); and (b) in a clear and conspicuous manner, above the fold, (i) the Opt Out Mechanism accompanied by DM2's standard disclosure regarding the ability to opt out of future commercial e-mail messages from a sender; and (ii) a disclosure that the e-mail is an advertisement or solicitation. DM2 may include such other disclosures and information it believes are required under applicable law.

(3) E-Mail List User shall further provide DM2, together with its List Rental Order, a complete and accurate list ("Opt-out Suppression List") of all e-mail addresses for which E-Mail List User has received a request not to receive commercial e-mail messages ("Opt Out Requests") from E-Mail List User (whether or not such request was provided in connection with a DM2 Dispatch). For purposes of clarification, the parties acknowledge that for some e-mail addresses E-Mail List User may receive, or have received, requests not to receive some, but not all, types of commercial e-mail messages, and agree that E-Mail List User shall only be obligated to include such e-mail addresses if the Dispatch under such List Rental Order falls within the scope of such request. If E-Mail List User has not received any Opt Out Requests then, in lieu of the Opt-Out Suppression List, E-Mail User shall provide a written statement that no such

requests have been received. E-Mail List User represents, warrants and covenants that the Opt-out Suppression List: (1) is and will be complete and accurate as of the date it is provided, and; (2) from and after January 1, 2004, E-Mail List User has implemented and continually and fully complied with commercially reasonable measures for collecting and maintaining such information to ensure such completeness and accuracy in accordance with applicable law. If more than ten (10) business days elapse prior to the Dispatch, E-Mail List User will provide an update to the Opt-out Suppression List upon DM2's written request.

- (4) Prior to deployment of the Dispatch, DM2 shall suppress (match and eliminate) the applicable Opt-out Suppression List(s) of all e-mail addresses provided by E-Mail List User in accordance with the preceding paragraph (3).
- (5) DM2 represents, warrants and covenants that it will only treat the Opt-out Suppression List as confidential information of E-Mail List User, and use it only for the purpose of complying with the law. DM2 will purge the Opt-out Suppression List from its systems within 10 business days following completion of the Dispatch, unless otherwise agreed to in writing by the E-Mail List User provided, however, that DM2 may retain copies for record-keeping purposes in accordance with its document retention policies.

Each party shall indemnify, defend and hold harmless the other party from and against any costs, losses, liabilities and expenses, including all court costs, reasonable expenses and reasonable attorneys' fees that the party seeking indemnification may suffer, incur or be subjected to in connection with any legal action, proceeding, arbitration or other claim by a third party (including any governmental or regulatory authority), whether commenced or threatened, arising out of or as a result of the indemnifying party's failure to comply fully with its obligations under the foregoing paragraphs (1) through (4).

E-Mail List User hereby grants DM2 and its third party service providers a limited right and license in the Dispatch content (including but not limited to E-Mail List User's marks (trademarks, trade names, service marks, logos) contained therein), including rights to reproduce, store on its servers, distribute, transmit, perform, display and, for formatting purposes, modify such Dispatch content, solely as necessary for fulfillment of the transmission contemplated by this Contract. DM2 acknowledges and agrees that the Dispatch, including E-Mail List User marks used in any Dispatch are owned by the E-Mail List User and will only be used in E-Mail List User approved dispatches, unless otherwise agreed to in writing by E-Mail List User.

In consideration of DM2's undertakings, and the limited license granted to E-Mail List User, herewith, E-Mail List User shall pay DM2 the license fee specified on the List Rental Order, plus standard transmission fee on net error-free names and fees for other services, as requested and agreed to by DM2, with a 5,000 name minimum for each order. E-Mail List User is fully responsible for payment regardless of the involvement of an agency or list broker. DM2 reserves all rights for collection from E-Mail List User. In the event of cancellation by E-Mail List User, cancellation fees specified in the E-Mail Terms and Conditions will apply. Upon credit approval, terms are net 30 days from the original deployment date or authorized cancellation date. Payment with order is required, unless credit is established and maintained in accordance with DM2 policies; however, in its discretion DM2 may require payment in advance of transmission. Credit may be withdrawn from either the Broker, Agency or the E-Mail List User at the discretion DM2. Sales or use taxes are the responsibility of the Invoiced Customer. DM2 may provide for tax collection where DM2 has such arrangements established with respective taxing agencies. E-Mail List User is responsible for any and all costs and expenses, including attorneys' fees, incurred by DM2 in enforcing this Contract.

Indemnification by E-Mail List User. In addition to those provisions relating to compliance with commercial e-mail laws, E-Mail List User shall indemnify, defend and hold harmless DM2 and its List Owners and service providers (collectively, "DM2 Indemnitees") from and against any costs, losses, liabilities and expenses, including all court costs, reasonable expenses and reasonable attorney's fees (collectively, "Losses") that a DM2 Indemnitee may suffer, incur or be subjected to as a result of or arising out of a breach of any warranty, representation or agreement made by E-Mail List User contained in this Contract or by reason of any legal action, proceeding, arbitration or other claim by a third party, whether commenced or threatened, arising out of or as a result of any Prohibited Content contained in a Dispatch provided or approved by E-Mail List User in accordance with the terms of this Contract. The indemnities included in this section shall apply to any information contained on any Internet web site to which recipients of a Dispatch are directed as a result of any links included in such Dispatch.

ALTHOUGH DM2 USES REASONABLE EFFORTS TO MAINTAIN ACCURATE LISTS, NEITHER DM2 NOR ITS AFFILIATES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS OR AGENTS REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED IN THE LIST IS COMPLETE OR FREE FROM ERROR, AND HEREBY EXPRESSLY DISCLAIM ANY LIABILITY TO ANY PERSON FOR ANY LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE LIST, WHETHER SUCH ERRORS OR OMISSION RESULT FROM NEGLIGENCE, ACCIDENT, OR ANY OTHER CAUSE. IN ADDITION, NEITHER DM2 NOR ITS AFFILIATES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE FULFILLMENT SYSTEM USED IN CONJUNCTION WITH THE LIST. E-MAIL LIST USER UNDERSTANDS THAT, EXCEPT AS STATED HEREIN, DM2, ITS AFFILIATES, LICENSORS, SUPPLIERS AND AGENTS, MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LIST RECORDS OR THE SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SUBJECT TO ITS EXPRESS INDEMNIFICATION OBLIGATIONS STATED HEREIN, DM2, ITS AFFILIATES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND AGENTS' SOLE LIABILITY FOR ANY DEFECT IN THE LIST RECORDS OR SERVICES PROVIDED HEREUNDER WILL BE LIMITED TO THE LICENSE FEE PAID FOR THE PART OF THE DATA THAT IS DEFECTIVE, OR TO REPERFORM THE SERVICES SO AS TO REMEDY THE DEFECT. IN NO EVENT WILL DM2, ITS AFFILIATES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS OR AGENTS, BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING BUT NOT LIMITED TO ANY LOST REVENUES, ANTICIPATED PROFITS OR SAVINGS ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM THE SERVICES HEREUNDER OR LICENSEE'S USE OR INABILITY TO USE THE LIST RECORDS REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY.

General Provisions. This Contract and its enforcement shall be governed by, and construed in accordance with the laws of the State of New York, without regard to conflicts-of-law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of New York and the federal courts situated in the County and State of New York in connection with any action arising under this Contract. If any provision of this Contract is adjudicated to be unenforceable or contrary to any applicable law or regulation, such provision shall be enforced to the maximum extent permitted by law and to effect the parties' fundamental intentions hereunder, and the remainder of this Contract shall continue in full force and effect. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their successors and permitted assigns. This Contract is not assignable by either party. The Parties are independent contractors, and nothing contained herein shall be deemed to create a partnership, agency or employment relationship. This Contract, including its Exhibits and the List Rental Order, sets forth the entire agreement between the parties on the subject hereof and supersedes any prior negotiations, understandings and agreements concerning such subject matter. No amendment or modification of this Contract may be made except by a writing signed by both parties. The failure of either party to insist on the performance of any terms or conditions of this Contract shall not be construed as a waiver of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect. No failure or omission by either party in performing under this Contract shall be deemed a breach nor create any liability if the same shall arise from any cause or causes beyond the reasonable control of such party, including but not limited to the following: acts of God, acts or omissions of any government or any officer, department, agency or instrument thereof; fire, storm, flood, earthquake, accident, acts of the public enemy, war, terrorism, rebellion, failure of telecommunications services, public utilities or an Internet brown out, insurrection, riot, invasion, strikes, or lockouts.

List End-user agrees to one of the following restrictions regarding recording the identity of survey responders. 1. List-end User will not record the name or address of the survey responder at any time, or 2. Name and addresses will be recorded only with the expressed permission of the survey responder and for the sole purpose of supplying a copy of the survey results or awarding incentives. Upon completion the names will be completely destroyed.

Agencies executing this Contract represent and warrant to DM2 that it has the authority to execute this Contract on behalf of the List User and the List User will be bound by the terms and condition of this Contract upon the execution hereof by Agent. Agent further represents and warrants that it has reviewed all of the terms and conditions of this Contract with the List User prior to the execution hereof.

E-Mail List User has read, understands and agrees to be bound to the provisions in the E-Mail List Rental Contract (page 1-3 of 4) and to DM2's E-Mail Terms and Conditions, (Page 4 of 4) which address specific e-mail usage practices. The E-Mail List Rental Contract and DM2 E-Mail Terms and Conditions set forth DM2's standard terms and conditions for e-mail list rental transactions. Any modifications made thereto (other than by DM2) shall be considered a counteroffer by or on behalf of E-Mail List Rental Customer and shall not be effective or binding upon DM2 unless acknowledged and accepted in writing by an authorized representative of DM2, and in no event shall any other action or failure to act by DM2 be construed as acceptance of or agreement to any such modifications.

E-Mail List User Company Name: _____

Authorized Representative Name: _____ **Title:** _____

Authorized Agency Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Date: _____ **Signature:** _____

Exhibit A

E-Mail List Terms and Conditions - The following conditions apply to all E-Mail List Users of any DM2 List:

Order processing fees and payment terms:

1. Version fee for campaigns with more than one version. Additional \$100 for each additional version.
2. Three text changes allowed at no charge during copy testing. \$50 fee for each copy change resulting in an additional test.
3. Rush fee of \$250 for dispatches that are requested by E-Mail List User and agreed upon by DM2 to transmit in less than 48 hours from the time of approval of counts and message by E-Mail List User.
4. Change date fee of \$150 for dispatches if the E-Mail List User changes the transmission date less than 24 hours from the agreed upon scheduled transmission date and time.
5. DM2 reserves the right to require prepayment of any order, otherwise, terms are net 30 days from invoice date.
6. Cancellation of a E-Mail user approved (message and counts) order:
 - When the E-Mail List User cancels the order more than 24 hours before a transmission date, the cancellation fee will be \$10/M names with a \$150 minimum.
 - When the E-Mail List User cancels the order less than 24 hours before a transmission date, the cancellation fee of 50% of the estimated amount will apply if the order is not rescheduled. A second cancellation (of the rescheduled order) will have cancellation fee of 100%.
7. Standard commission is paid to qualified brokers or agencies only.

Each e-mail List Rental Order shall be accompanied by the following:

The following is required to be received by DM2 at least four business days prior to scheduled deployment:

1. Dispatch copy (Text and HTML (if desired) must be provided for approval.
 - Text messages may not contain artwork, graphics, or attachments and may not exceed 500 words, the subject line may not exceed 40 characters. It should be entirely in ASCII format and provided via e-mail as straight text (PC only).
 - E-Mail List Users must store graphics that are referenced in the HTML file on their own server(s). Note that not all recipients can receive HTML and HTML capabilities are not selectable. A Text message must also be submitted for the recipients that cannot receive HTML. HTML and Text versions of messages must be sent at the same time.
 - The source of the List cannot be identified in the URL.
 - Must contain valid postal address (not P.O Box) for E-Mail List User.
2. Opt-out Suppression List, as required by law, created less than 10 business days before deployment:
 - Suppression lists will require a processing charge of \$1/M (\$150 min; \$1000 max).
 - Acceptable format: email addresses only; text, Excel or Access, (if there are domain suppressions they should be included on a separate file), delivered to DM2, as follows:
 - a. Uploaded to the specified DM2 ftp site (preferred) (technical directions available from DM2)
 - b. Via email to suppressions@dm2lists.com;
 - Standard Opt-out suppression will typically be handled in the three-day process; however, domain suppression may require an additional business day.
3. Friendlies and corresponding e-mail addresses

Documentation from E-Mail List User in lieu of providing an Opt-out suppression List:

1. An authorized representative of the E-Mail List User will provide to DM2, via a company communication the following information:
 - Reference to the e-mail deployment order, deployment date and offer/project name
 - Statement to the effect that E-Mail List User has complied with all applicable laws relating to commercial e-mail and has received no applicable Opt Out Requests, and shall be provided:
 - on E-Mail List User letterhead and signed by an authorized representative of E-Mail List User;
 - and in an acceptable electronic format as specified from time to time by DM2.

Typical E-Mail list rental order requirements:

- All List Rental Orders must be in writing (purchase order or company document) to: DM2, 2000 Clearwater Drive, Oak Brook, IL, 60523 or fax your order to 630-288-8390 .
- A signed E-Mail List Rental Contract and Terms & Conditions must be received by DM2 before any transmission. Updates to the contract or signature may be required at DM2's discretion.